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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

ALAMGIR SIDDIQUI,

Plaintiff,

v.

RADIOSHACK CORPORATION, a  
Delaware corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: CV-14-00035-DDP (MRWx)

**STIPULATED PROTECTIVE  
ORDER**

1 **I. INTRODUCTION**

2 Upon the Joint Stipulation of Plaintiff Alamgir Siddiqui (“Plaintiff”) and  
3 Defendant RadioShack Corporation (“RadioShack”) for a Protective Order pursuant  
4 to Rule 26(c) of the Federal Rules of Civil Procedure, and upon good cause shown,  
5 it is hereby ORDERED that:

6 **A. Purposes and Limitations**

7 Discovery in this action is likely to involve production of confidential,  
8 proprietary, or private information for which special protection from public  
9 disclosure and from use for any purpose other than prosecuting this litigation may  
10 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
11 enter the following Protective Order. The Parties acknowledge that this Protective  
12 Order does not confer blanket protections on all disclosures or responses to  
13 discovery and that the protection it affords from public disclosure and use extends  
14 only to the limited information or items that are entitled to confidential treatment  
15 under the applicable legal principles. The Parties further acknowledge, as set forth  
16 below, that this Protective Order does not entitle them to file confidential  
17 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
18 followed and the standards that will be applied when a Party seeks permission from  
19 the Court to file material under seal.

20 **B. Good Cause Statement**

21 This Action is likely to involve the disclosure of protected private third party  
22 information, including that belonging to former and current employees of  
23 RadioShack, for which special protection from public disclosure and from use for  
24 any purpose other than prosecution of this action is warranted. Such confidential  
25 information consists of, among other things, the names and contact information of  
26 third parties, including former and current employees of RadioShack; information  
27 within RadioShack that is highly restricted and is otherwise generally unavailable to  
28 the public, or which may be privileged or otherwise protected from disclosure under

1 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
 2 expedite the flow of information, to facilitate the prompt resolution of disputes over  
 3 confidentiality of discovery materials, to adequately protect information the Parties  
 4 are entitled to keep confidential, to ensure that the Parties are permitted reasonable  
 5 necessary uses of such material in preparation for and in the conduct of trial, to  
 6 address their handling at the end of the litigation, and serve the ends of justice, a  
 7 protective order for such information is justified in this matter. It is the intent of the  
 8 Parties that information will not be designated as confidential for tactical reasons  
 9 and that nothing be so designated without a good faith belief that it has been  
 10 maintained in a confidential, non-public manner, and there is good cause why it  
 11 should not be part of the public record of this case.

## 12 **II. DEFINITIONS**

### 13 **A. "Action"**

14 This is a pending federal lawsuit involving a former employee of RadioShack  
 15 who alleges he was wrongfully terminated by RadioShack.

### 16 **B. "Challenging Party"**

17 A Party or Non-Party that challenges the designation of information or items  
 18 under this Protective Order.

### 19 **C. "CONFIDENTIAL" Information or Items**

20 Information (regardless of how it is generated, stored or maintained) or  
 21 tangible things that qualify for protection under Federal Rule of Civil Procedure  
 22 26(c), and as specified above in the Good Cause Statement.

### 23 **D. "Counsel"**

24 Outside Counsel of Record and House Counsel (as well as their support staff).

### 25 **E. "Designating Party"**

26 A Party or Non-Party that designates information or items that it produces in  
 27 disclosures or in responses to discovery as "CONFIDENTIAL."

28 ///

1           **F.     “Disclosure or Discovery Material”**

2           All items or information, regardless of the medium or manner in which it is  
3 generated, stored, or maintained (including, among other things, testimony,  
4 transcripts, and tangible things), that are produced or generated in disclosures or  
5 responses to discovery in this matter.

6           **G.     “Expert”**

7           A person with specialized knowledge or experience in a matter pertinent to  
8 the litigation who has been retained by a Party or its Counsel to serve as an expert  
9 witness or as a consultant in this Action.

10          **H.     “House Counsel”**

11          Attorneys who are employees of a Party to this Action. House Counsel does  
12 not include Outside Counsel of Record or any other outside counsel.

13          **I.     “Non-Party”**

14          Any natural person, partnership, corporation, association, or other legal entity  
15 not named as a Party to this action.

16          **J.     “Outside Counsel of Record”**

17          Attorneys who are not employees of a Party to this Action but are retained to  
18 represent or advise a Party to this Action and have appeared in this Action on behalf  
19 of that Party or are affiliated with a law firm which has appeared on behalf of that  
20 Party, and includes support staff.

21          **K.     “Party”**

22          Any Party to this Action, including all of its officers, directors, employees,  
23 consultants, retained experts, and Outside Counsel of Record (and their support  
24 staffs).

25          **L.     “Producing Party”**

26          A Party or Non-Party that produces Disclosure or Discovery Material in this  
27 Action.

28          ///

1           **M.    “Professional Vendors”**

2           Persons or entities that provide litigation support services (e.g., photocopying,  
3 videotaping, translating, preparing exhibits or demonstrations, and organizing,  
4 storing, or retrieving data in any form or medium) and their employees and  
5 subcontractors.

6           **N.    “Protected Material”**

7           Any Disclosure or Discovery Material that is designated as  
8 “CONFIDENTIAL.”

9           **O.    “Receiving Party”**

10          A Party that receives Disclosures or Discovery Material from a Producing  
11 Party.

12       **III.   SCOPE**

13          The protections conferred by this Protective Order cover not only Protected  
14 Material (as defined above), but also (1) any information copied or extracted from  
15 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
16 Material; and (3) any testimony, conversations, or presentations by Parties or their  
17 Counsel that might reveal Protected Material.

18          Any use of Protected Material at trial shall be governed by the orders of the  
19 trial judge. This Protective Order does not govern the use of Protected Material at  
20 trial.

21       **IV.   DURATION**

22          Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Protective Order shall remain in effect until a Designating Party  
24 agrees otherwise in writing or a court order otherwise directs. Final disposition shall  
25 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
26 with or without prejudice; and (2) final judgment herein after the completion and  
27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
28

1 including the time limits for filing any motions or applications for extension of time  
 2 pursuant to applicable law.

3 **V. DESIGNATING PROTECTED MATERIAL**

4 **A. Exercise of Restraint and Care in Designating Material for**  
 5 **Protection.**

6 Each Party or Non-Party that designates information or items for protection  
 7 under this Order must take care to limit any such designation to specific material  
 8 that qualifies under the appropriate standards. The Designating Party must  
 9 designate for protection only those parts of material, documents, items, or oral or  
 10 written communications that qualify so that other portions of the material,  
 11 documents, items, or communications for which protection is not warranted are not  
 12 swept unjustifiably within the ambit of this Protective Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 14 that are shown to be clearly unjustified or that have been made for an improper  
 15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
 16 unnecessary expenses and burdens on other parties) may expose the Designating  
 17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
 19 designated for protection do not qualify for protection, that Designating Party must  
 20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 **B. Manner and Timing of Designations**

22 Except as otherwise provided in this Protective Order, or as otherwise  
 23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 24 under this Protective Order must be clearly so designated before the material is  
 25 disclosed or produced.

26 Designation in conformity with this Protective Order requires:

27 (1) For information in documentary form (e.g., paper or electronic  
 28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” (hereinafter  
3 “CONFIDENTIAL legend”), to each page that contains Protected Material. If only  
4 a portion or portions of the material on a page qualifies for protection, the Producing  
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection  
8 need not designate them for protection until after the inspecting Party has indicated  
9 which documents it would like copied and produced. During the inspection and  
10 before the designation, all of the material made available for inspection shall be  
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
12 documents it wants copied and produced, the Producing Party must determine which  
13 documents, or portions thereof, qualify for protection under this Protective Order.  
14 Then, before producing the specified documents, the Producing Party must affix the  
15 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
16 portion or portions of the material on a page qualifies for protection, the Producing  
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins).

19 (2) For testimony given in depositions that the Designating Party identify  
20 the Disclosure or Discovery Material on the record, before the close of the  
21 deposition all protected testimony.

22 (3) For information produced in some form other than documentary and for  
23 any other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information is stored the  
25 “CONFIDENTIAL legend.” If only a portion or portions of the information  
26 warrants protection, the Producing Party, to the extent practicable, shall identify the  
27 protected portion(s).

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1           **C. Inadvertent Failures to Designate**

2           If timely corrected, an inadvertent failure to designate qualified information  
3 or items does not, standing alone, waive the Designating Party's right to secure  
4 protection under this Protective Order for such material. Upon timely correction of  
5 a designation, the Receiving Party must make reasonable efforts to assure that the  
6 material is treated in accordance with the provisions of this Protective Order.

7           **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8           **A. Timing of Challenges**

9           Any Party or Non-Party may challenge a designation of confidentiality at any  
10 time that is consistent with the Court's Scheduling Order.

11          **B. Meet and Confer**

12          The Challenging Party shall initiate the dispute resolution process (and, if  
13 necessary, file a discovery motion) under Local Rule 37.1 *et seq.*

14          The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the  
20 Producing Party's designation until the Court rules on the challenge.

21          **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

22          **A. Basic Principles**

23          A Receiving Party may use Protected Material that is disclosed or produced  
24 by another Party or by a Non-Party in connection with this Action only for  
25 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
26 may be disclosed only to the categories of persons and under the conditions  
27 described in this Order. When the Action has been terminated, a Receiving Party  
28 must comply with the provisions below.



Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**B. Disclosure of “CONFIDENTIAL” Information or Items**

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

1 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
2 transcribed deposition testimony or exhibits to depositions that reveal Protected  
3 Material may be separately bound by the court reporter and may not be disclosed to  
4 anyone except as permitted under this Order; and

5 (i) any mediator or settlement officer, and their supporting  
6 personnel, mutually agreed upon by any of the parties engaged in settlement  
7 discussions.

8 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such  
14 notification shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or  
16 order to issue in the other litigation that some or all of the material covered by the  
17 subpoena or order is subject to this Protective Order. Such notification shall include  
18 a copy of this Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this  
23 action as “CONFIDENTIAL” before a determination by the court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action  
28 to disobey a lawful directive from another court.

1 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Protective Order are applicable to information  
4 produced by a Non-Party in this Action and designated as "CONFIDENTIAL."  
5 Such information produced by Non-Parties in connection with this litigation is  
6 protected by the remedies and relief provided by this Protective Order. Nothing in  
7 these provisions should be construed as prohibiting a Non-Party from seeking  
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request,  
10 to produce a Non-Party's confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party's  
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the  
14 Non-Party that some or all of the information requested is subject to a  
15 confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of this  
17 Protective Order, the relevant discovery request(s), and a reasonably specific  
18 description of the information requested; and

19 (3) make the information requested available for inspection by  
20 the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court  
22 within 14 days of receiving the notice and accompanying information, the Receiving  
23 Party may produce the Non-Party's confidential information responsive to the  
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
25 Party shall not produce any information in its possession or control that is subject to  
26 the confidentiality agreement with the Non-Party before a determination by the  
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
28 expense of seeking protection in this court of its Protected Material.

**X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the court.

**XII. MISCELLANEOUS**

**A. Right to Further Relief**

Nothing in this Protective Order abridges the right of any person to seek its modification by the Court in the future.

**B. Right to Assert Other Objections**

By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item

1 on any ground not addressed in this Protective Order. Similarly, no Party waives  
2 any right to object on any ground to use in evidence of any of the material covered  
3 by this Protective Order.

4 **C. Filing Protected Material**

5 A Party that seeks to file under seal any Protected Material must comply with  
6 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a  
7 court order authorizing the sealing of the specific Protected Material at issue. If a  
8 Party's request to file Protected Material under seal is denied by the court, then the  
9 Receiving Party may file the information in the public record unless otherwise  
10 instructed by the court.

11 **XIII. FINAL DISPOSITION**

12 After the final disposition of this Action, within 60 days of a written request  
13 by the Designating Party, each Receiving Party must return all Protected Material to  
14 the Producing Party or destroy such material. As used in this subdivision, "all  
15 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
16 other format reproducing or capturing any of the Protected Material. Whether the  
17 Protected Material is returned or destroyed, the Receiving Party must submit a  
18 written certification to the Producing Party (and, if not the same person or entity, to  
19 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
20 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
21 that the Receiving Party has not retained any copies, abstracts, compilations,  
22 summaries or any other format reproducing or capturing any of the Protected  
23 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
24 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
25 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
26 work product, and consultant and expert work product, even if such materials  
27 contain Protected Material. Any such archival copies that contain or constitute  
28 Protected Material remain subject to this Protective Order.

1 **XIV. PUNISHMENT**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 Pursuant to L.R. 5-4.3.4, counsel for Plaintiff concurs in this Stipulated  
7 Protective Order's content and has authorized RadioShack to file the same with his  
8 e-signature.

9 DATED: December 17, 2014

10 MERINO YEBRI, LLP

11 /s/ Sam S. Yebri

12 Sam S. Yebri  
13 Attorneys for Plaintiff

14 DATED: December 17, 2014

15 McKENNA LONG & ALDRIDGE LLP

16 /s/ James S. McNeill

17 James S. McNeill  
18 Attorneys for RadioShack

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20 DATED: December 17, 2014

21   
22

23 HON. MICHAEL R. WILNER  
24 United States Magistrate Judge  
25  
26  
27  
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Alamgir Siddiqui v. RadioShack*  
*Corporation*, Case No. CV-14-00035-DDP (MRWx). I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Protected  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_



1 Alamgir Siddiqui v. RadioShack Corporation  
2 United States District Court–Central District of California  
3 Case No. CV-14-00035-DDP (MRWx)

4 **CERTIFICATE OF SERVICE**

5 I, James S. McNeill, certify that I caused to be served upon the following  
6 counsel and parties of record a copy of the following document(s):

7 • **STIPULATED PROTECTIVE ORDER**

8 as indicated/listed on the United States District Court, Central District of  
9 California’s CM/ECF registered email list in the above-referenced matter.

10 Sam S. Yebri, Esq.  
11 Alexander M. Merino, Esq.  
12 MERINO YEBRI, LLP  
13 1925 Century Park East, Suite 2140  
14 Los Angeles, California 90067  
Telephone: (310) 551-2000  
Facsimile: (310) 693-9458  
Email: svebri@mvlawllp.com

*Attorneys for Plaintiff*

15 I declare under penalty of perjury under the laws of the United States of  
16 America, that the foregoing is true and correct. Executed at San Diego, California.

17  
18 Dated: December 17, 2014

/s/James S. McNeill  
James S. McNeill